unanimity declare that "election by ballot" simply means to give to the individual a secret vote as distinguished from a vote *viva voce*. ***Ex parte Arnold,*** 128 Mo. 261. The majority rule seems to accord with the principle laid down in the opinion of *In re Voting Machine, supra,* that the use of voting machines does not contravene the provision of a constitution that all elections shall be by ballot. *Elwell v. Comstock,* 99 Minn. 261; *Lynch v. Malley,* 215 Ill. 574.

EVIDENCE—PAROL EVIDENCE AFFECTING WRITINGS—CONSIDERATION OF DEAD.—LOUISVILLE & N. R. Co. v. WILLBANKS, 65 S. E. 86 (GA.).—Where one by deed conveys to a railroad company, absolutely and unconditionally, a right of way, it was *held,* that it could not be shown by a parol agreement that the real consideration was other than that expressed in the deed. Atkinson, J., *dissenting.*

The general rule is that in absence of fraud or mistake, parol evidence cannot be received to add to, limit, vary, or contradict the terms of a deed. *Elliot v. Weed,* 44 Conn. 19; *Kelly v. Saltmarsh,* 146 Mass. 585; *Uihlein v. Mathews,* 172 N. Y. 154. And also parol evidence is inadmissible to establish a part of a consideration, as to which the deed is silent. *Schrimper v. Chicago, M. & St. P. Ry. Co.,* 115 Iowa 35. But on the contrary it has been held that the actual consideration for a deed may be shown by parol evidence. *Ely v. Wolcott,* 86 Mass. 506. For example it was held that a plaintiff could show by parol evidence that the agreement of a defendant to erect and maintain a station on an adjoining tract was the real consideration for a deed of a right of way. *St. Louis & N. A. R. Co. v. Crandall,* 86 S. W. 855 (Ark.).

EVIDENCE—PAROL EVIDENCE—LEASES.—ERNEST TRIBELHORN, INC. v. HANAVAN, 116 N. Y. SUPP. 632.—*Held,* that in an action for rent due under a written lease, an oral agreement by a landlord to make repairs may be shown, when made as an inducement to the execution of a lease silent on the subject, at or before the signing of the lease, together with proof that the repairs were not completed, and that the tenant did not occupy the premises. Goff, J., *dissenting.*

The general rule as held in the case above, is that parol evidence is admissible to show an independent agreement made as an inducement to a written contract, notwithstanding the written contract contains no reference to such agreement. *Downey v. Hatter,* 48 S. W. 32 (Tex.). But on the contrary it has been held that in an action on a written lease, the lessee cannot prove that he signed it on the faith of parol representations that certain defects in the premises, then known to him, would be repaired by the lessor. *Hall v. Beston,* 165 N. Y. 632. The dissenting judge denies the doctrine of the case at hand, that a parol inducement is admissible, on the grounds that parol evidence of other obligations cannot be introduced, where a contract purports to contain the entire agreement of the parties, in that it tends to vary the terms of a written instrument. *McConnell v. Pierce,* 116 Ill. App. 103; *Black v. Bachelder,* 120 Mass. 171. And such parol evidence is clearly excluded in the case of a contemporaneous parol agreement, not a part of the inducement. *Haycock v. Johnson,* 81 Minn